



BID NO.: 7401-2/19

OPENING: 2:00 P.M.
WEDNESDAY
AUGUST 05, 2009

MIAMI-DADE COUNTY, FLORIDA

INVITATION
TO BID

TITLE:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
EXPEDITED PROCUREMENT PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	N/A
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	Section 2.14
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

Erick Martinez, Procurement Contracting Agent
at (305) 375-1075, or via e-mail at: emtnez@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
TECHNICAL SERVICES DIVISION

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 20
OF SECTION 4.0, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL
PREFERENCE

FAILURE TO SIGN PAGE 20 OF SECTION 4.0, BID SUBMITTAL WILL RENDER YOUR BID NON-
RESPONSIVE



MIAMI-DADE COUNTY, FLORIDA
INVITATION TO BID

Bid Number: 7401-2/19

Title: PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

Procurement Officer: Erick Martinez

Bids will be accepted until 2:00PM on Wednesday, August 05, 2009

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

THE BID SUBMITTAL FORM CONTAINS IMPORTANT PRE-QUALIFICATION REQUIREMENTS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION.

PC PARTS, PERIPHERALS, AND MAINTENANCE PRE-QUALIFICATION POOL

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

PC PARTS, PERIPHERALS, AND MAINTENANCE PRE-QUALIFICATION POOL

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

PC PARTS, PERIPHERALS, AND MAINTENANCE PRE-QUALIFICATION POOL

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

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1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

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1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works' inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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PC PARTS, PERIPHERALS, AND MAINTENANCE PRE-QUALIFICATION POOL

2.1 PURPOSE:

The purpose of this solicitation is to pre-qualify vendors by group for future pricing competition to provide computer peripherals devices, components, parts, supplies and repair services either on an "as needed" basis or periodically. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in this solicitation.

Group 1 – PC Parts and Peripherals

This group consists of new computer peripherals, components, parts and supplies:

- A. Storage and Optical Devices**
- B. Input Devices**
- C. Output Devices**
- D. Communications Devices**
- E. Related Supplies**

Group 2 – Maintenance and Repair Services

This group consists of equipment from various manufacturers that will require repair and/or maintenance services, which may include trade-in services as required:

- A. Plotters**
- B. Color and Black & White Laser Printers**
- C. Dot-matrix Printers**
- D. 327X Controllers and Terminals**
- E. Legacy Mainframe Equipment – Defined in Section 3**
- F. Laptops**
- G. UPS Battery Backup**
- H. Monitors**
- I. Scanners**
- J. Miscellaneous Telecom/Network Equipment**
- K. Fax Machines**
- L. Projectors**
- M. Cameras**
- N. Miscellaneous IT Peripherals**

2.2 SMALL BUSINESS CONTRACT MEASURES - BID PREFERENCE

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

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2.3 TERM OF CONTRACT: THIRTY-SIX (36) MONTHS

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Department of Procurement Management, Technical Services Division; and contingent upon the completion and submittal of all required bid documents. This contract shall remain in effect for thirty-six (36) months provided that the services rendered during the contract period are satisfactory and that county funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

2.4 OPTIONS TO RENEW FOR TWO ADDITIONAL THIRTY-SIX MONTH TERMS:

The initial contract terms and conditions resultant from this solicitation shall prevail for an initial thirty-six (36) month period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for two (2) additional thirty-six (36) month terms. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

Should the vendor decline the County's right to exercise the option period, the County will consider the vendor in default which decision shall affect that vendor's eligibility for future contracts.

2.5 METHOD OF AWARD: PRE-QUALIFIED BIDDERS BY GROUP TO PARTICIPATE IN SPOT MARKET

Award of this contract will be made to the all responsive, responsible bidders who meet all the pre-qualification criteria listed in this paragraph and on Section 4.0 Bid Submittal. These awarded bidders shall be pre-qualified in order to participate in future spot market purchases as required by the County on either an "as needed" basis or periodic basis. When such spot market requirements are identified, the awarded bidders shall be invited to offer a fixed price for a specific system configuration which may include post warranty support services. The Bidder offering the lowest fixed price, and meeting the minimum specifications provided by the County during the Request for Quotation (RFQ) process, shall be issued a County Purchase Order (PO) based on stated requirements. The award of a single PO to one Bidder for a specific stated requirement does not preclude the ability of the remaining pre-qualified Bidders from submitting offers for other specific future system or project requirements.

Group 1: PC Parts and Peripherals Pre-Qualification Criteria:

- The firm must provide at least five (5) account references that have been supplied with similar products as requested under this bid for at least (3) years.
- The firm must have the ability to respond to the County's spot market quotations between the hours of 8:00am to 5:00pm Eastern Standard Time Monday through Friday.

Group 2: Maintenance and Repair Services Pre-Qualification Criteria:

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- The firm must have a maintenance facility located in South Florida* or can otherwise commit to daily pickup and deliveries of devices. (****Note: South Florida is defined as offices being located in Miami-Dade, Broward, West Palm Beach, Monroe, or Collier County.***)
- The firm must provide at least five (5) account references that have been provided with similar repair services as described in Section 4 of this solicitation for at least (3) years.

It shall be the sole prerogative of the County as to the number of vendors that will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests.

If the County elects to add vendors, they must meet the same minimum qualifications established in the original solicitation. Should industry standards or generally accepted practices change, the County reserves the right to update the stated qualifications. In that event, all Vendors will be given an equal opportunity to meet the updated standards.

2.6 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS AND THE COUNTY'S REQUEST FOR QUOTATION (RFQ)

If the Bidder is pre-qualified under this solicitation, the prices offered by the vendor during the Request for Quote (RFQ) process shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications".

Request for Quotation (RFQ) Procedures

In accordance with standard County procurement guidelines for pre-qualification (pool) contracts, authorized user departments will conduct a Request for Quotation (RFQ) process among all pre-qualified vendors in the award group specific to the spot market solicitation requirements.

On each set of RFQ documents issued, the County will specify all relevant facts related to the specific requirement. This will include but is not limited to quantity, model, part numbers, service requirements, acceptance criteria, etc. Pre-qualified Vendors shall be requested to submit price quotations and availability reflecting the County requirements as defined in the RFQ documents issued.

2.7 ORIGINAL EQUIPMENT MANUFACTURER (OEM) EQUIPMENT REQUIREMENTS (GROUP 1)

The equipment that may be purchased under Group 1 shall be original equipment manufacturer (OEM) unless indicated otherwise on the RFQ document. All equipment supplied under Group 1 must be new. Refurbished equipment cannot be quoted under Group 1.

The successful bidder guarantees that the equipment is standard new equipment and/or newly manufactured (latest model) and in current production with all parts typically used with this type of equipment and that no attachment or component has been substituted or applied contrary to the equipment manufacturer's recommendations and standard practices.

2.8 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES

The vendor(s) shall submit an invoice(s) to the County user department(s) after deliveries have been completed or the specific item(s) were picked up by authorized County personnel. In

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addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number
- Request for Quotation Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order or the request for quotation.
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment.

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2.9 SHIPPING TERMS: F.O.B. DESTINATION

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at their respective offices.

The County reserves the right to substitute the delivery location at any time.

2.10 DELIVERY REQUIREMENTS

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

2.11 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED

The County may not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the vendor is required to deliver all items to the County within the time frame specified in the Request for Quotation. No grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the vendor fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another vendor, and charge the incumbent vendor for any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

2.12 WARRANTY

Group 1: PC Parts and Peripherals

At a minimum, bidders shall warrant new parts or components against faulty labor and/or defective materials for a period of at least ninety (90) days after the date of acceptance of the parts or devices by the County. If the OEM provides a warranty beyond ninety (90) days, the County shall be entitled to receive such warranty. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidders does not constitute of waiver of these warranty provisions.

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If parts or components covered under warranty become defective and must be repaired and/or replaced by the bidder, the bidder hereby understands and agrees to complete the repairs or re-supply the required parts or devices, at no cost to the County. If the bidder is a reseller of OEM products, any interaction with the OEM related to products under warranty is the responsibility of the bidder.

The County shall have the option of returning orders by notifying vendors in writing within thirty (30) day after delivery. When this option is exercised restocking charges shall not exceed 10% of purchase price. Bidders can waive this requirement only by indicating on their spot market response that items are "Special Ordered" and cannot be returned. The waiver cannot be standard on bid responses and must be placed in a conspicuous place on the response document.

Group 2 – Maintenance and Repair Services

In addition to any other warranty, it is hereby agreed and understood that all repairs, remanufactured and/or refurbished parts supplied by the bidder shall be warranted for a period of at least ninety (90) calendar days after the parts or devices have been received and accepted by the County, against both faulty labor and/or defective materials. If the vendor provides warranties beyond ninety (90) days, the county shall be entitled to such warranty.

Correcting Defects Covered Under Warranty (Both Groups)

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or be subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another vendor and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

The bidder shall be responsible for all shipping costs associated with the return of defective parts or devices, whether new, remanufactured, or refurbished.

2.13 CONTACT PERSONS

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Erick Martinez, Procurement Contracting Agent via email at emtnez@miamidade.gov with a copy to the Clerk of the Board at clerkBCC@miamidade.gov. Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect.

2.14 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

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Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

2.15 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY BIDDER:

The bidder shall be responsible for filing, processing and collecting all damage claims against the shipper.

2.16 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY:

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.17 ADDITIONAL EQUIPMENT MAY BE ADDED

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It is hereby understood and agreed that additional equipment may be added to this contract at the option of the County. Pre-qualified vendors are to provide the percentage (%) discount off the lowest price stated on the latest manufacturer's price list(s) and/or catalog(s).

2.18 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS

It is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidders at the contract prices established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.19 QUOTE SOLICITATIONS

For Group 1, Requests for Quotes will be electronically solicited from pre-qualified vendors by sub-category. Solicitations will provide the manufacturer's name, equipment model numbers, description, and whether approved equals will be accepted, Work Order Number, Requisition Number, delivery requirements and vendor response due date and time. The standard response shall be defined in the RFQ. Once the responses are received, purchase orders will be given to the successful bidder.

The County expects all vendors to respond to the RFQ within the specified time frame. A pattern of late responses or no response shall be grounds for removal from the pre-qualification pool at the County's discretion.

Due to the nature of Group 2 (which may require repair diagnostics), all pre-qualified vendors will have an equal opportunity to provide repair services through spot market quotations. The County will solicit flat-rate labor bids from pre-qualified vendors. Service requests under Group 2 will include the following information:

- Equipment manufacturer
- Model number
- Serial number
- Detailed description of malfunction (including any error codes)
- Location of equipment
- Time frame for quote submittal

When the repair is awarded, the vendor will be provided with a Work Order Number and/or an Equipment Failure & Repair (EFAR) number. The Work Order Number or EFAR number must be listed on all shipping documents and invoices. The County will initiate the request to pick up equipment. Pick ups must occur within one (1) business day of notice from the County. If the vendor cannot pickup equipment as requested, the vendor shall immediately notify the County. In circumstances where the equipment cannot be picked up or returned equipment as required, the County will have the option to seek an alternative solution.

Vendors will be provided two working days to evaluate the equipment malfunction and submit a quote, or advise the County that equipment is not repairable. The County will provide authorization to repair or return. Vendors will return the equipment within 5 working days after authorization to repair or return is received, at no cost to the County.

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In emergency or urgent situations, the County has the option to select a pool member based on past performance concerning the specific equipment.

2.20 SERVICE CONTACT

Bidders shall provide a single source for the County's representative to request service. Bidders understand and agree to provide a local or toll-free telephone number and e-mail address for the purpose of handling the County's administrative, warranty, or other inquiries.

Bidders also agree to designate, by name, one or more Customer Service representative(s) who shall be responsible for discussing and resolving operational problems as the need arises.

2.21 UNAUTHORIZED SERVICE REQUEST

Bidders shall only accept request for service from an authorized representative of the County. A list of personnel authorized to place service calls on behalf of the County will be provided in writing to the successful Bidders subsequent to bid award. Bidders understand and agree that all charges related to service calls placed by unauthorized County personnel and acted upon by the Bidder will be at the Bidder's expense.

SECTION 3 TECHNICAL SPECIFICATIONS

PC PARTS, PERIPHERALS, AND MAINTENANCE PRE-QUALIFICATION POOL


3.0 SCOPE

This section will define equipment and services requirements that may be requested by the County during the term of this contract. The County seeks to establish a contract for the acquisition of IT peripheral devices, PC parts, components, supplies and repair services to support the County's technology work environment. The award of this contract will be divided into two Groups: Group 1 – PC Parts and Peripherals, will qualify bidders for supplying new peripheral devices, PC parts, components or supplies. Group 2 – Maintenance and Repair Services, will pre-qualify bidders to supply repair, and/or maintenance and trade-in services for refurbished equipment.

3.1 GROUP 1 – PC PARTS AND PERIPHERALS

Items purchased under this group shall be new and conform to the engineering requirements set forth by the original equipment manufacturer (OEM).

Requests for new equipment may be issued but not be limited to the following:

Group 1.A - Storage & Optical Devices		Group 1.C – Output Devices	
1.	Optical drives – CD-ROM, CD+ RW, CD+/R, DVD-ROM, DVD+/RW,DVD+R, etc	1.	Printers
2.	External Hard Drives	2.	Plotters
3.	USB Flash Drives	3.	Braille Embossers
4.	Tape Drives	4.	Sound Cards
5.	Floppy Disk Drive	5.	Speakers
6.	Disk Array Controllers – SCSI, SATA, etc.	6.	Headsets
Group 1.B – Input Devices		7.	Graphic Cards
1.	Keyboards- Wired & Wireless	8.	Monitors
2.	Mice- Wired, Wireless, Trackball	9.	Refreshable Braille displays
3.	Touch Screens	Group 1.D – Communications Devices	
4.	Microphones	1.	Modems – External & Internal
5.	Scanners	2.	Network Adapters
6.	Webcams	3.	PCMCIA Cards – Modems, Network Adapters, Wireless Network Adapters
7.	Barcode Scanners		
8.	Digital Cameras		

3.2 GROUP 2 – MAINTENANCE AND REPAIR SERVICES

Service personnel shall be experienced in component-level troubleshooting and be able to repair parts and subassembly equipment covered by this bid. Services awarded under this group will include but not be limited to the repairs of PCs, laptops, plotters, printers and other peripherals at the vendor's services facility. Vendors will be contacted to pick up the inoperable equipment at the County's stockroom during the request for quote process. Vendors will troubleshoot and submit a written quote to the County within two (2) business days. If repairs are authorized, the Vendors will repair and return the equipment to the County within five (5) business days. If the vendor is unable to repair the equipment after five business days, the County has the option to request that equipment be returned and will be invoiced only for troubleshooting charges.

All repairs and refurbished equipment must conform to the engineering requirements set forth by the original equipment manufacturer. Service personnel shall be trained and experienced in

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component level troubleshooting and repair of all end items and subassembly equipment covered by this bid.

Repairs may be required but are not limited to the equipment or brands listed below:

Group 2 – Maintenance & Repair Services				
Sub-Group	Description	Unit Repairs	Part Repairs	Trade-in Services
A	PLOTTERS – Hewlett Packard, Tektronix	✓	✓	
B	COLOR & BLACK LASER PRINTERS – Hewlett Packard, Canon, Epson, Minolta, Toshiba, Okidata	✓	✓	
C	DOT-MATRIX PRINTERS - Hewlett Packard, Canon, Epson, Minolta, Toshiba, Okidata	✓	✓	
D	327X CONTROLLERS & TERMINALS - IBM, McData, Telex, Harris, Idea, Memorex Telex	✓	✓	✓
E	LEGACY MAINFRAME EQUIPMENT	✓	✓	
F	LAPTOPS - Compaq, NEC, Dell, IBM, Toshiba, Gateway	✓	✓	
G	UPS BATTERY BACKUPS - APC	✓		
H	MONITORS – Hewlett Packard, IBM, Dell, Gateway, Viewsonic	✓		
I	SCANNERS – Hewlett Packard, Ricoh, IBM	✓	✓	
J	MISCELLANEOUS TELECOM/NETWORK EQUIPMENT – Cisco, Nortel, 3Com	✓	✓	✓
K	FAX MACHINES – IBM, Ricoh, Canon	✓	✓	✓
L	PROJECTORS – Epson, Dell, Viewsonic, InFocus	✓	✓	✓
M	CAMERAS – Hewlett Packard, Canon	✓	✓	✓
N	MISCELLANEOUS IT PERIPHERALS	✓	✓	✓

All installation of equipment will be performed by the County. Pre-qualified vendors shall not be permitted to perform any work on County property.

When services are required, the County will contact the Bidder's Customer Service Representative with instructions on picking-up equipment and will provide bidder with a work order number and at times an (Equipment Failure & Repair) EFAR number. When requesting repairs the County will have already diagnosed the faulty equipment and vendors will only be asked to quote on repairs for specific malfunctioning components. County technicians will perform all installation of equipment.



Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street,
17TH Floor, Suite 202
Miami. Florida 33128-1983

OPENING: 2:00 P.M.
FRIDAY
August 05, 2009
BID NO.: 7401-2/19

INVITATION TO BID
SECTION 4.0
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:	DPM/	Date Issued:	This Bid Submittal Consists of
Erick	Technical Services	7/15/09	Pages 10 through 16
Martinez	Division		

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Technical Services Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE 920-45, 207-00, 918-28, 939-21, 287-66, 998-29, 725-55, 205-49	
Procurement Agent:	Erick Martinez

FIRM NAME:

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 20 OF SECTION 4.0, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE

FAILURE TO SIGN PAGE 20 OF SECTION 4.0, BID SUBMITTAL, WILL RENDER YOUR BID NON-RESPONSIVE

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

4.1 CONTACT INFORMATION (REQUIRED BY ALL BIDDERS REQUESTING TO BE PRE-QUALIFIED)

Provide contact information for Primary (Required) and Secondary (Optional) staff within your Company who will be responsible for providing a response to Requests for Quotations (RFQ) issued by Miami-Dade County. These services shall typically be required Monday through Friday within the business hours of 8:00 AM and 5 P.M.

PRIMARY CONTACT (REQUIRED)

Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
Pager Number (Optional):	
E-mail Address:	

SECONDARY CONTACT (OPTIONAL)

Name:	
Title and/or Job Function:	
Business Address:	
Local or Toll Free Telephone Number:	
Local or Toll Free Fax Number:	
Mobile Telephone Number:	
Pager Number (Optional):	

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

E-mail Address:	
-----------------	--

4.2 CUSTOMER REFERENCES

INSTRUCTIONS: *If additional reference space is needed, please make copies of the following page as required. These references must represent commercial or government accounts that your firm currently services. You must provide at least three references (other than Miami-Dade County agencies). Sales per year are the revenues generated by these accounts to your firm.*

Reference # 1 Company Name _____
 Address _____

 Contact Name: _____
 Telephone: _____ Years dealing with your firm: _____
 Estimated sales per year: _____

Reference # 2 Company Name _____
 Address _____

 Contact Name: _____
 Telephone: _____ Years dealing with your firm: _____
 Estimated sales per year: _____

Reference # 3 Company Name _____
 Address _____

 Contact Name: _____
 Telephone: _____ Years dealing with your firm: _____
 Estimated sales per year: _____

Reference # 4 Company Name _____
 Address _____

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

Contact Name: _____

Telephone: _____ Years dealing with your firm: _____

Estimated sales per year: _____

Reference # 5

Company Name _____

Address _____

Contact Name: _____

Telephone: _____ Years dealing with your firm: _____

Estimated sales per year: _____

4.3 PREQUALIFICATION

A. INSTRUCTIONS: Please check ☒ YES or NO to answer the questions in order to qualify for Group 1 and/or Group 2.

GROUP 1 QUESTIONNAIRE		YES	NO
1.	Did you provide (5) commercial or government account references to this bid submittal that your company has supplied the products outlined in Section 3.1 for at least three years?		
2.	Does your company have the ability to respond to the County's spot market quotations between the hours of 8:00am to 5:00pm Eastern Standard Time Mondays through Fridays?		
3.	Did you attach a manufacturer/reseller letter authorizing sale of goods and services that you are offering to provide?		

GROUP 2 QUESTIONNAIRE		YES	NO
1.	Does your company have a maintenance facility located in South Florida or can otherwise commit to pickup and deliveries of devices on an "as needed, when needed" basis? Note: S. Florida is defined as located in Miami-Dade, Broward, West Palm Beach, Monroe, or Collier County.		
2.	Did you attach evidence to this bid submittal that your company is currently supplying at least five (5) commercial or governmental accounts with similar repair services as further described in Section 4 of this solicitation?		

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

GROUP 2 QUESTIONNAIRE		YES	NO
3.	Did you attach evidence to this bid submittal that your company has provided the services described in Group 2 of this solicitation for a period of no less than three (3) years? (Services must have been provided to entities other than Miami-Dade County.)		
4.	Does your company provide any of the repair services described in Section 3.2 ?		

NOTE: Answering “no” to any of the above shall render vendors bid submittal non-responsive

B. PREQUALIFICATION QUESTIONNAIRE (GROUP 1)

Bidders must use the chart provided below to indicate the equipment they are able to supply.

Description	Yes	No
PC DESKTOP REPAIR PARTS		
LAPTOP REPAIR PARTS		
CPUS (PROCESSORS): INTEL, AMD		
MOTHER BOARDS		
SOUND CARD		
VIDEO CARDS		
MEDIA DRIVES: CD / DVD BURNERS		
HARD DRIVE		
KEYBOARD / MICE / INPUT		
PRINTERS< \$1000.00		
PRINTER REPAIR COMPONENTS		
SCANNERS < \$1000.00		
SCANNER REPAIR COMPONENTS		
PROJECTORS< \$1000.00		
PROJECTOR REPAIR COMPONENTS		
FAX MACHINE < \$1000.00		
FAX MACHINE REPAIR COMPONENTS		
MONITORS & LCDS		
MEMORY / RAM		
CABLES: USB, FIREWIRE, CAT5...		
COMMUNICATIONS		
COOLING PRODUCTS		
MEMORY CARDS		
HARD DRIVES		
HARD DRIVE ENCLOSURE		
MEDIA STORAGE		
MAINTENANCE PARTS		
NETWORKING COMPONENTS		
ETHERNET LAN PCI CARDS		

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

Description	Yes	No
POWER PROTECTION		
POWER SUPPLIES		
UPS < \$1000.00		
COMPUTER CASES		
WIRELESS NETWORKING COMPONENTS		
NORTEL PASSPORT PRODUCTS		
ANTENNAS FOR WIRELESS EQUIPMENT		
SWITCHES		
REMOVABLE STORAGE		
COMPUTER RELATED ACCESSORIES		
SPEAKERS		
USB FLASH DRIVES		
MICROPHONES (ALL TYPES)		
HEADSET (ALL SIZES)		
VIDEO EQUIPMENT, VIDEO CONFERENCING CAMERAS, WEB CAMERAS, ETC.		

C. PREQUALIFICATION QUESTIONNAIRE (GROUP 2)

Bidders must use the space provided below to indicate the equipment they are able to service. Bidders may qualify for one or more sub-categories depending on the services offered.

INSTRUCTIONS: Please check YES or NO for each of the two columns marked Repair and indicate whether company provides trade-in services by checking when applicable.

Sub-Group	Services Description Service at Contract Facility	REPAIR SERVICES		TRADE-IN SERVICES		LOANER SERVICES	
		YES	NO	YES	NO	YES	NO
A.	<u>PLOTTER UNIT REPAIRS SERVICES</u>						
	HP PLOTTERS						
	TEKTRONIX						
	OTHER:						
B.	<u>LASER PRINTERS REPAIR SERVICES</u>						
	HEWLETT PACKARD						
	CANON						
	EPSON						
	MINOLTA						
	TOSHIBA						
	OKIDATA						
	OTHER:						
C.	<u>DOT-MATRIX PRINTERS</u>						
	HEWLETT PACKARD						
	CANON						
	EPSON						
	MINOLTA						
	TOSHIBA						
	OKIDATA						
	IBM						
	IDEA						

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

Sub-Group	Services Description Service at Contract Facility	REPAIR SERVICES		TRADE-IN SERVICES		LOANER SERVICES	
		YES	NO	YES	NO	YES	NO
	MEMOREX TELEX						
	HARRIS						
	MTX						
	OTHER:						
D.	<u>CONTROLLER & TERMINAL UNITS</u>						
	IBM						
	MCDATA						
	TELEX						
	HARRIS						
	IDEA						
	MEMOREX TELEX						
	OTHER:						
E.	<u>LEGACY MAINFRAME EQUIPMENT</u>						
	IBM						
	OTHER:						
F.	<u>LAPTOPS</u>						
	COMPAQ						
	NEC						
	DELL						
	IBM						
	TOSHIBA						
	GATEWAY						
	OTHER:						
G.	<u>UPS BATTERY BACKUP</u>						
	APC						
	NEC						
	DELL						
	IBM						
	TOSHIBA						
	GATEWAY						
H.	<u>MONITORS</u>						
	HEWLETT PACKARD						
	IBM						
	DELL						
	GATEWAY						
	VIEWSONIC						
I.	<u>SCANNERS</u>						
	RICOH ALL MODELS						
	IBM ALL MODELS						
	HP SCANNER ALL						
J.	<u>MISCELLANEOUS TELECOM/NETWORK EQUIPMENT</u>						
	CISCO						

SECTION 4
BID SUBMITTAL FOR:

PC PARTS, PERIPHERALS, AND MAINTENANCE
PRE-QUALIFICATION POOL

FIRM NAME: _____

Sub-Group	Services Description Service at Contract Facility	REPAIR SERVICES		TRADE-IN SERVICES		LOANER SERVICES	
		YES	NO	YES	NO	YES	NO
	NORTEL						
	3COM						
	OTHER:						
K.	<u>FAX MACHINES</u>						
	IBM						
	RICOH						
	CANNON						
	OTHER:						
L.	<u>PROJECTORS</u>						
	EPSON						
	VIEW SONIC						
	INFOCUS						
	3M						
M.	<u>CAMERAS</u>						
	HEWLETT PACKARD						
	CANON						
	SURVEILLANCE CAMERA						
	VIDEO CAMERA 3CCD						
	ZOOM LENS ALL MODELS						
	MATROX METEOR2/4 CARD						
	CAMERA ADAPTER CMA-D2						
	VIDEO CONFERENCE CAMERA						
	PC WEB CAMERA						
	DIGITAL PHOTO CAMERA						
N.	<u>MISCELLANEOUS IT PERIPHERALS</u>						

4.4 PERCENTAGE DISCOUNT

This solicitation allows for additional items to be added to the resultant contract at the option of the County. Please use the space below to include a percentage discount off of list price.

Description	Discount Percentage
Percentage Discount from List Price	%

BID SUBMITTAL FORM**Bid Title: PC Parts, Peripherals, & Maintenance Prequalification Pool**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

B. Yes _____ No _____
and

C. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

D. Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
(Please see paragraph 1.2 H of General Terms and Conditions)

**"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"*

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Failure to sign this page shall render your Bid non-responsive.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS
BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



APPENDIX

AFFIDAVITS FORMAL BID



Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ Federal Employer
Identification Number
(FEIN): _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Name of Firm

Date

Address of Firm

State

Zip Code

Notary Public Information

Notary Public – State
of _____ County of _____

Subscribed and sworn to (or affirmed)
before me this _____

day of, _____ 20 _____.

by _____
Signature of Notary Public

He or she is personally known to
me ☐

or has produced
identification ☐

Serial Number

FAIR SUBCONTRACTING PRACTICES (Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

_____ Date

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature
Date

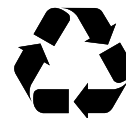
Print Name

Print Title

(Duplicate if additional space is needed)

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	